

1 JOEL B. WEINBERG, RECEIVER
17401 Ventura Boulevard, Suite B-21
2 Encino, California 91316
Telephone: (818) 462-0420
3 Facsimile: (818) 609-9686
Email: jweinberg@usisg.com
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8 UNITED STATES DISTRICT COURT
9 SOUTHERN DISTRICT OF CALIFORNIA
10

11 LASALLE BANK NATIONAL
ASSOCIATION,

12 Plaintiff,

13 v.

14 COMAIR ROTRON, INC.; THERMAFLO,
15 INC.; AND COMAIR PARENT CORP.,

16 Defendants.
17

CASE NO. 08-cv-1387 DMS (POR)

Assigned to Hon. Dana M. Sabraw

RECEIVER'S:

1. **ACCEPTANCE OF APPOINTMENT;**
2. **OATH;**
3. **CONTACT INFORMATION**

[No Hearing Required]

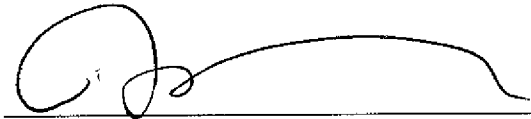
18 Consistent with this Court's Stipulated Order Appointing Receiver, signed on July
19 31, 2008 (the "Order"), a copy of which is attached hereto as Exhibit "A," I, Joel B. Weinberg,
20 hereby declare and state:

- 21 1. I accept my appointment as Receiver in this matter.
- 22 2. I do hereby swear to perform faithfully the duties reposed in me as Receiver
23 by the Court and to obey orders of the Court.
- 24 3. For the convenience of the Court and parties in this matter, I provide the
25 following contact information:
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1 Receiver: Joel B. Weinberg
2 17401 Ventura Boulevard, Suite B-21
3 Encino, CA 91316
4 Telephone: (818) 462-0420
5 Facsimile: (818) 609-9686
6 Email: jweinberg@usisg.com

7 Proposed Counsel
8 to the Receiver: SteveN M. Spector
9 Thomas M. Geher
10 Jeffer, Mangels, Butler & Marmaro LLP
11 1900 Avenue of the Stars, Seventh Floor
12 Los Angeles, CA 90067-4308
13 Telephone: (310) 203-8080
14 Facsimile: (310) 203-0567
15 Email: sspector@jmbm.com
16 Email: jgeher@jmbm.com

17 I declare under penalty of perjury of the laws of the United States of America that
18 the foregoing is true and correct. Executed on August 1, 2008 at Encino, California
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21
22
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JOEL B. WEINBERG

EXHIBIT "A"

1 LANCE N. JURICH (SBN 132695)
ljurich@loeb.com
2 DERRICK TALERICO (SBN 223763)
dtalerico@loeb.com
3 LOEB & LOEB LLP
10100 Santa Monica Boulevard, Suite 2200
4 Los Angeles, California 90067-4120
Telephone: 310-282-2000
5 Facsimile: 310-282-2200

6 MICHAEL L. MOLINARO (*pro hac vice pending*)
BLAIR R. ZANZIG (*pro hac vice pending*)
7 LOEB & LOEB LLP
321 n. Clark Street, Suite 2300
8 Chicago, Illinois 60657
Telephone: 312-646-3100
9 Facsimile: 312-464-3111

10 Attorneys for Plaintiff
LaSalle Bank National Association
11

12 UNITED STATES DISTRICT COURT
13 SOUTHERN DISTRICT OF CALIFORNIA
14

15 LASALLE BANK NATIONAL
16 ASSOCIATION,

17 Plaintiff,

18 v.

19 COMAIR ROTRON, INC.;
20 THERMAFLO, INC.; and COMAIR
PARENT CORP.,

21 Defendants.
22

Case No. 08-cv-1387 DMS (POR)

Assigned to Hon. Dana M. Sabraw

**STIPULATED ORDER
APPOINTING A RECEIVER**

23
24 BEFORE THE COURT is Plaintiff LaSalle Bank National Association's
25 ("LaSalle") Motion for the Appointment Receiver (the "Motion") against the
26 Defendants Comair Rotron, Inc. ("Comair Rotron"), Thermaflo, Inc. ("Thermaflo"),
27 and Comair Parent Corp. ("Comair Parent"); due and proper notice of the Motion
28 having been provided to all parties entitled thereto; the Parties having each agreed to

1 the entry of this Stipulated Order, and this Court otherwise being fully advised in the
2 premises.

3 IT IS HEREBY ORDERED:

4 1. Joel B. Weinberg of Insolvency Services Group, Inc., 17401 Ventura
5 Boulevard, Suited B-21, Encino California, 91316 is appointed as Receiver over all
6 collateral pledged to LaSalle by Comair Rotron, Thermaflo and Comair Parent
7 pursuant to the Loan Documents as alleged in the Complaint (collectively, the
8 "Collateral").

9 2. The Receiver and the receivership which this Court is creating is
10 subject to, and shall be, administered according to Federal Rule of Civil Procedure
11 66, the Local Civil Rule of the United States District Court for the Southern District
12 of California 66.1 ("Local Rule 66.1"), and 28 U.S.C. § 959.

13 3. The Receiver's appointment herein shall be effective immediately upon
14 the execution and entry of this order and the acceptance of the receiver filed with the
15 Court. The Receiver shall provide his written acceptance and oath to perform
16 faithfully the duties reposed in him by the Court under this Order and shall identify
17 a primary contact for the Court and the parties' convenience.

18 4. The Receiver shall provide no bond at this time, but the Court reserves
19 the right to require security.

20 5. The Receiver's responsibilities shall run to the Court. The Receiver
21 shall take immediate, complete and exclusive control, custody and possession of all
22 of the Collateral. The Receiver shall faithfully and punctually manage the Collateral
23 and any ancillary business affairs involving the Collateral using standard, customary
24 and prudent business practices. The Receiver shall be empowered to make day-to-
25 day decisions in the management and operation of the Collateral, to promote the
26 Collateral, and shall have the authority to take such other actions as are necessary,
27 reasonable and prudent to preserve, operate, and manage the Collateral. The
28 Receiver shall be authorized to market the Collateral for sale, and to sell same as the

1 Receiver deems appropriate, subject to and conditioned upon the approval of the
2 Court after application to the Court and notice to all parties.

3 6. The officers, directors, employees, representatives and agents of
4 Defendants, and their respective agents, assignees, successors, representatives, and
5 all personnel acting under or in concert with them, shall turn over to the Receiver all
6 of the Collateral, wherever located, and in whatever mode maintained, including all
7 information contained on computers and any and all software related thereto, and all
8 codes and passwords related thereto, as well as all banking records, statements and
9 canceled checks from any and all accounts in which Petitioner had an interest or was
10 a signatory.

11 7. Pursuant to Local Rule 66.1, no further hearing is necessary to confirm
12 the Receiver's appointment because this Order is stipulated by Defendants. The
13 Defendants shall provide the Receiver within five days of this order, a list of the
14 Defendants' creditors and their addresses.

15 8. The Receiver shall have the power to employ an attorney, an
16 accountant, and such employees, consultants, and staff as may be reasonably
17 necessary to conduct the duties and business required by the Receiver under this
18 Order. The wages, costs, expenses and fees incurred by the Receiver shall be paid
19 as an expense from the assets managed and collected by the Receiver upon the
20 approval of the Court after application to the Court and notice to all parties.

21 9. Within thirty days of this Order, the Receiver shall file with the court
22 the report required by Local Rule 66.1.

23 10. For good cause shown, the Receiver may be removed at any time by
24 Order of the Court.

25 IT IS SO ORDERED.

26 Dated: 7-31-08


FOR HONORABLE DANA M. SABRAW
JUDGE OF THE U.S. DISTRICT COURT

1 **PROOF OF SERVICE**

2 **STATE OF CALIFORNIA, CITY AND COUNTY OF LOS ANGELES**

3 I am employed in the City and County of Los Angeles, State of California. I am over the
4 age of 18 and not a party to the within action; my business address is: 1900 Avenue of the Stars, 7th
Floor, Los Angeles, California 90067.

5 On August 1, 2008 I served the document(s) described as **RECEIVER'S: 1. ACCEPTANCE OF**
6 **APPOINTMENT; 2. OATH; 3. CONTACT INFORMATION** in this action by placing the true
copies thereof enclosed in sealed envelopes addressed as follows:

7 **SEE ATTACHED LIST**

8 ☒ (BY MAIL) I am "readily familiar" with the firm's practice for collection and processing
9 correspondence for mailing. Under that practice it would be deposited with the U.S. Postal
Service on that same day with postage thereon fully prepaid at Los Angeles, California in
10 the ordinary course of business. I am aware that on motion of the party served, service is
presumed invalid if postal cancellation date or postage meter date is more than one day after
11 date of deposit for mailing in affidavit.

12 ☐ (BY FAX) At _____, I transmitted, pursuant to Rule 2.306, the above-described document
by facsimile machine (which complied with Rule 2003(3)), to the above-listed fax
13 number(s). The transmission originated from facsimile phone number (310) 203-0567 and
was reported as complete and without error. The facsimile machine properly issued a
transmission report, a copy of which is attached hereto.

14 ☐ (BY PERSONAL SERVICE) I delivered such envelope by hand to the offices of the
15 addressee.

16 ☐ (BY OVERNIGHT DELIVERY) I caused said envelope(s) to be delivered overnight via an
overnight delivery service in lieu of delivery by mail to the addressee(s).

17 Executed on August 1, 2008 at Los Angeles, California.

18 ☐ (STATE) I declare under penalty of perjury under the laws of the State of California
19 that the above is true and correct.

20 ☒ (FEDERAL) I declare that I am employed in the office of a member of the bar of this court
at whose direction the service was made.

21 _____
22 /s/ Claudean Brandon
23 **CLAUDEAN BRANDON**

SERVICE LIST

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National Association

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Inc., Thermaflo, Inc., and Comair Parent
Corp

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